# CONTRACT FOR DIGITAL PLACE-BASED OUT OF HOME ADVERTISING

**CUSTOMER #**
**NAME**
**ADDRESS**
**CITY/STATE/ZIP**
**CONTACT**
**EMAIL ADDRESS**
**PHONE #**
**FAX #**
**P.O. #**
**ADVRTSR / PROD**

<table>
<thead>
<tr>
<th>TAB Panel No.</th>
<th>Operator Panel No.</th>
<th>No. of Screens</th>
<th>Campaign Length in Weeks</th>
<th>Weekly GRP Level</th>
<th>Total GRP Level</th>
<th>Location Description</th>
<th>Daily/Weekly Unit Rate</th>
<th>Total Unit Rate</th>
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**Campaign Start Date:**
**Campaign End Date:**
**Special Instructions/ Additional Charges:**

**Net Space Amount**
**Production Charges**
**SUB TOTAL**
**City / State Tax**
**TOTAL INVOICE AMOUNT**

Agency/Advertiser hereby contracts for the out of home advertising services described above upon the terms set forth above those listed as Standard Terms. Contracts transmitted via electronic methods are to be treated as original contracts and are subject to the terms and conditions this document. This contract must be signed by both Agency or Advertiser and the outdoor operator to be effective.

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<th>Agency:</th>
<th>Signature:</th>
<th>Name:</th>
<th>Date</th>
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<tr>
<th>Advertiser:</th>
<th>Signature:</th>
<th>Name:</th>
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Out of Home Media Company
**Signature:**
**Name:**
**Date:**

FOR INTERNAL USE:
**Contract No.:**
**AdID No.:**
**A/E (s) Name / No.:**
**Selling Market Address:**
**Product / Class Number:**
**Market Type:**

**File Name:**

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Date:
1.0 Relationship of Parties
1.1 Agency represents that it has the authority to act and is acting as agent for a disclosed principal, the advertiser named on the face hereof (“Advertiser”).

(a) If Agency has signed, delivered to and accepted for payment of sums due hereunder and Company will look solely to Agency for the payment thereof, unless and until Agency becomes delinquent in its payments to Company, or insolvent, at which time, without relieving the Agency of liability until Company is paid in full, Advertiser will be liable jointly and severally to Company on all unpaid billings.

(b) Nothing herein contained relating to the payment of billings by Agency will be construed so as to relieve Advertiser of, or diminish Advertiser’s liability for, breach of its obligations hereunder.

1.2 If this contract is with a Media Buying Service, all references herein to “Agency” will apply to the Media Buying Service. If this contract is made directly with Advertiser, reference herein to “Agency” will apply to Advertiser.

1.3 Agency may not assign this contract except to another Agency which succeeds to its business of representing Advertiser and provided the successor Agency assumes all Agency’s obligations hereunder. Advertiser may, upon notice to Company, change its Agency. Advertiser may not assign this contract.

2.0 Delivery of Advertising and Production Materials
2.1 All advertising materials to be displayed (“Content”) on the Digital Network shall at all times meet the specifications guidelines provided by the Company from time to time (“Specifications”) and shall comply with all applicable laws. All Content and materials furnished by Agency to Company (i) shall not be contrary to the public interest, (ii) shall conform to the Company’s then-existing programming and operating policies and standards, and (iii) are subject to Company’s prior approval and continuing right to reject or cause Agency to edit the Content. Neither Company nor any of its affiliates, partners, contractors or vendors will be liable for loss or damage to Agency’s materials or Content. Company has the right to dispose of all Agency’s Content and materials at any time after the date of invoice. Content will be displayed an average of ninety (90) days following the date of Content hereunder.

2.2 Agency shall, in its absolute discretion (but subject to any exclusivity otherwise granted herein to Advertiser), control the materials, form and content of all other advertising materials and content displays on the Digital Network without Agency having any right of consent or approval with respect thereto. The Digital Network shall at no time be deemed to be the property of Advertiser.

2.3 Agency acknowledges and agrees that Company has no right to control the materials, form or content of other networks, displays or advertising in the vicinity of a Digital Network location and that Company shall, in its absolute discretion (but subject to any exclusivity otherwise granted herein to Agency), control the materials, form and content of all other advertising materials and content displays on the Digital Network without Agency having any right of consent or approval with respect thereto. The Digital Network shall at no time be deemed to be the property of Agency.

2.4 Proof of Performance. Company will provide Advertiser with a proof of performance report within thirty (30) business days after the end of each campaign of this contract.

3.0 Obligations of the Company
3.1 All approved advertising material or Content will be programmed and maintained. Company guarantees Content will be displayed an average of ninety-two and one-half (92.5) percent of the time during the total contract period.

3.2 Company may reject any Content or other advertising materials, art or copy, submitted by Agency for any reason. In addition, Company may require any Content or other advertising materials, art or copy to be removed at anytime once displayed.

3.3 Company retains exclusive control of the maintenance and operation of the Digital Network and the digital network structures on which they are displayed.

4.0 General
4.1 Termination and Loss of Service. (a) Any delay or failure by Company to perform hereunder as a result of force majored, power interruptions, labor dispute, law, government action, warning or order, or similar causes beyond the Company’s reasonable control, will not constitute a breach of contract, but Agency will be notified immediately and will be entitled, at its election, to service having a value based on audience impressions reasonably equivalent to the lost service or Company may upon notice to Agency, terminate this contract at any time (i) upon material breach by Agency or (ii) if Company does not receive timely payment on billings. Upon such termination, Company will pay as liquidated damages a sum equal to seventy-five (75) percent of the amount which would have been payable hereunder. Agency may, upon notice to Company, terminate this contract at any time upon material breach by Company. Upon such termination, Company will pay as liquidated damages a sum equal to the actual non-cancelable out-of-pocket cost necessarily incurred by Agency prior to the date of termination for production and delivery of the Content, advertising materials, art or copy hereunder which was not delivered. Neither party will have any liability to the other upon breach or termination, except as provided in this Paragraph 4.1(c), Paragraphs 2.1, 2.2, 4.1(b) and 4.4. Agency may not seek specific performance or any other equitable remedy related to this contract.

(b) Notwithstanding anything to the contrary herein, Company shall be given a reasonable amount of time to cure a default, but in no event less than thirty (30) days.

4.2 Terms of Payment. Company will, from time to time at intervals following commencement of service, bill Agency at the address on the face hereof. Agency will pay Company within thirty (30) days after the date of invoice. If Agency fails to pay any invoice when due, in addition to amounts payable thereunder, Company will be promptly reimbursed its collection costs, including reasonable attorneys’ fees, plus a monthly service charge at the rate of one and one-half (1.5) percent of the outstanding balance of the invoice to the extent permitted by applicable law.

4.3 Taxes. Company will pay all personal property taxes attributable to the digital place-based infrastructure and Agency will be responsible for all other federal, state and local taxes in respect of this contract.

4.4 Indemnification. Company will hold Advertiser and Advertiser harmless against all liability (except for consequential damages, i.e. lost profits, revenue or advertising opportunity) but including claims, demands, debts, obligations or charges, together with reasonable attorneys’ fees and disbursements, arising out of or out of a breach by Agency and/or Advertiser of this contract or arising out of the Content, advertising materials, art or copy furnished by Agency or Advertiser.

4.5 Compliance. (a) Company’s obligations hereunder are subject to and subordinate to the terms and conditions of any applicable lease for digital place-based infrastructure and other agreements, licenses and permits held by it and to applicable federal, state and local laws and regulations.

(b) All Content, advertising materials, art or copy furnished by Agency or Advertiser hereunder will at all times comply with all applicable federal, state and local laws and regulations.

4.6 Entire Agreement. This contract contains the entire understanding between the parties and cannot be changed or terminated orally. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter will govern. Failure of either party to enforce any of the provisions hereof will not be construed as general relinquishment or waiver of that or any other provision. All notices hereunder will be in writing, deemed given, on the date of dispatch, and addressed to Agency and the Company at the addresses on the face hereof.